

NATRIUM EMPLOYEES
FEDERAL CREDIT UNION ELECTRONIC FUNDS TRANSFER
AGREEMENT AND DISCLOSURE

This Debit Card Agreement is the contract which covers your and our rights and responsibilities concerning the debit card services offered to you by Natrium Employees Federal Credit Union ("credit union"). In this agreement, the words "you" and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the credit union. The word "account" means any one or more share and share draft accounts you have with the credit union. The word "card" means the debit card and any duplicates, renewals or substitutes we issue to you. Debit card transactions are electronically initiated transfers of money from your account through the debit card services described below. By signing an application or account card for debit card services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this agreement and any amendments for the debit card services offered.

1. VISA DEBIT CARD — If approved, you may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the credit union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the credit union. In the event of repeated overdrafts, the credit union may terminate all services under this agreement. You may use your card and personal identification number (PIN) in automated teller machines (ATMs of the credit union, networks, and such other machines or facilities as the credit union may designate. At the present time, you may also use your card to:

- Make deposits to your share draft accounts.
- Withdraw funds from your share draft accounts.
- Obtain balance information for your share draft accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa. Order goods or services by mail or telephone from places that accept Visa.

The following limitations on the frequency and amount of Visa Debit Card transactions may apply:

- There are daily withdrawal and purchase limits. You will be notified of these limits by the credit union before you receive your access card.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs. See Section 2 for transfer limitations that may apply to these transactions.

2. TRANSFER LIMITATIONS — None.

3. CONDITIONS OF DEBIT SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions. Visa. Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

d. Security of Access Code. You may use your access code with your electronic funds transfer. The access code issued to you is for your security purposes. Any code issued to you is confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code, that authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of this access code and the credit union suffers a loss, we may terminate your debit services immediately.

e. Joint Accounts. If any of your accounts accessed under this agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this agreement and, alone and together, shall be responsible for all debit card transactions to or from any share and share draft or loan accounts as provided in this agreement. Each joint account owner, without the consent of any other account owner, may and is hereby authorized by every other joint account owner, to make any transaction permitted under this agreement. Each joint account owner is authorized to act for the other account owners, and the credit union may accept orders and instructions regarding any debit card transaction on any account from any joint account owner.

4. FEES AND CHARGES — There are certain fees and charges for debit card services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. MEMBER LIABILITY — TELL US AT ONCE if you believe your card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If a transaction was made with your card or card number without your permission, and is either a Visa or Interlink transaction, you will have no liability for the transaction, unless you are grossly negligent in the handling of your card. If a transaction was made without your permission and is not a Visa or Interlink transaction, was made at an ATM or if you are grossly negligent in the handling of your card, your liability is determined as follows.

If you tell us within two (2) business days, you can lose no more than \$50 if someone uses your card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(304) 455-6719

or write to:

Natrium Employees Federal Credit Union

PO Box 168 Proctor, WV 26055

Fax: (304) 455-4881

6. RIGHT TO RECEIVE DOCUMENTATION

a. Periodic Statements. Transfers and withdrawals made through any debit card transactions will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, point-of-sale (POS) terminal, or debit card transaction with a participating merchant.

7. ACCOUNT INFORMATION DISCLOSURE – We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or if you give us your written permission.

8. BUSINESS DAYS – Our business days are Monday through Friday, excluding holidays.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- For preauthorized transfers, if through no fault of the credit union, the payment information for a preauthorized transfer is not received.
- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner. If the ATM where you are making the transfer does not have enough cash. If the ATM was not working properly and you knew about the problem when you started the transaction.
- If you used your card to access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.